



**Solicitation Information  
February 27, 2013**

**REQUEST FOR PROPOSALS (RFP) # 7461230**

**TITLE: MPA-430 Owner's Representative Services for Rhode Island Capital Projects  
(Architectural/Engineering and/or Construction)**

**Submission Deadline: Monday March 25, 2013 @ 11:00 am (Eastern Standard Time)**

**PRE-BID/ PROPOSAL CONFERENCE: Yes**  
**Date: Friday March 8, 2013 Time: 11:00 am (EST)**  
**Mandatory: NO**  
**Location: Division of Purchases 2<sup>nd</sup> Floor Conference Room (C),  
One Capitol Hill  
Providence RI, 02908**

Questions concerning this solicitation may also be e-mailed to the Division of Purchases at [questions@purchasing.ri.gov](mailto:questions@purchasing.ri.gov) no later than 3/12/2013 @ **Noon** (Eastern Standard Time). Please reference the RFP # on all correspondence. Questions received, if any, will be answered and posted on the Division of Purchases website as an addendum to this solicitation. It is the responsibility of all interested parties to monitor the Division of Purchases' website for updated solicitation information and addenda.

**SURETY REQUIRED: No**

**BOND REQUIRED: No**

**Thomas Bovis  
Interdepartmental Project Manager**

**Vendors must register on-line at the State Purchasing Website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).**

**NOTE TO VENDORS:**

**Offers received without the entire completed four-page RIVIP Generated Bidder Certification Form attached may result in disqualification.**

**THIS PAGE IS NOT A BIDDER CERTIFICATION FORM**

## **1.0 INTRODUCTION:**

The Division of Purchases seeks qualified individuals or corporations to provide Owner's Representative services on an "as needed" basis for one or more Capital Projects Architectural/Engineering (A/E) and/or construction projects. The Owner's Representative shall provide project oversight and coordination with the A/E and Contractor from the Owner's perspective to ensure that project(s) are delivered on schedule and budget. The Owner's Representative shall act as an extension of the Owner and solely represent the Owner's interests independently of project design professional(s), general contractor(s) and/or construction manager(s) as applicable to project delivery method. This solicitation, and any subsequent award(s), shall be governed by the Division of Purchases' General Conditions of Purchase, which are available at [www.purchasing.ri.gov](http://www.purchasing.ri.gov)

The Offeror selected for contract award, or any subcontractor(s) retained by the selected Offeror to assist with the project, shall not be eligible to bid on any underlying design/construction or future consulting services for this project.

## **2.0 DEFINITION OF PARTIES:**

- For the purposes of this MPA-430 the "Owner" will be defined as the User Agency soliciting under this RFP.
- The Department of Administration shall be referred to as "DOA".
- Respondents to this Master Price Agreement (MPA-430) solicitation shall be referred to as "Offeror(s)".
- Any Offeror to whom a purchase order contract is awarded shall be referred to as the "Owner's Representative"

## **3.0 INSTRUCTIONS AND NOTIFICATIONS TO OFFERORS:**

- Potential Offerors are advised to review all sections of this RFP carefully and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal.
- In order to submit a proposal, Offerors must register with the Division of Purchases. For information of registering, see the Division of Purchases' website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov) under the heading "Vendor Registration Information."
- All proposals should include the Offeror's FEIN or Tax Identification number as evidence by an IRS Form W-9, downloadable from the Division of Purchases' website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).
- Alternative approaches and/or methodologies to accomplish the desired or intended results of this procurement are solicited. However, proposals which depart from or materially alter the terms, requirements, or scope of work defined by this RFP shall be rejected as being non-responsive
- All costs associated with developing or submitting a proposal in response to this RFP, or to

provide oral or written clarification of its content shall be borne by the Offeror. The State assumes no responsibility for these costs.

- Proposals shall be considered to be irrevocable for a period of not less than ninety (90) days following the opening date, and may not be withdrawn, except with the express written permission of the State Purchasing Agent.
- All pricing submitted by Offerors in response to this RFP shall be considered to be firm and fixed.
- Proposals misdirected to locations other than the Division of Purchases or which are otherwise not submitted to the Division of Purchases prior to the time of opening for any cause will be determined to be late and shall not be accepted, opened or considered. The “official” time clock is located in the reception area of the Division of Purchases, second floor One Capitol Hill, Providence, Rhode Island.
- In accordance with R. I. Gen. Laws § 7-1.2-1401 no foreign corporation has the right to transact business in Rhode Island until it has procured a certificate of authority so to do from the Secretary of State (401-222-3040 [www.sos.ri.gov](http://www.sos.ri.gov)). However, this is a requirement only for successful bidder(s).
- Offerors are advised that all documents and materials submitted to the Division of Purchases for consideration in response to this RFP shall be considered to be public records, as defined in Title 38 Chapter 2 of the Rhode Island General Laws.
- Offerors should be aware of all applicable MBE requirements, as set forth in R.I. Gen. Law §37-14.1-1, *et seq.* The State's goal is for a minimum ten per cent (10%) participation by MBE's in all State procurements. For further information, contact the State MBE Administrator at (401) 574-8253 or [charles.newton@doa.ri.gov](mailto:charles.newton@doa.ri.gov) or visit the website <http://www.mbe.ri.gov>.
- Equal Employment Opportunity (R. I. Gen. Laws § 28-5.1-1, Declaration of policy – (a) Equal opportunity and affirmative action toward its achievement is the policy of all units of Rhode Island state government, including all public and quasi-public agencies, commissions, boards and authorities, and in the classified, unclassified, and non-classified services of state employment. This policy applies in all areas where the state dollar is spent, in employment, public service, grants and financial assistance, and in state licensing and regulation. For further information, contact the Rhode Island Equal Employment Opportunity Office, at 401-222-3090.
- Subcontractors are permitted for this project, provided that the identity of the proposed subcontractor(s) and scope of the subcontractor’s services are clearly stated in the Offeror’s proposal.
- The Division of Purchases reserves the right to accept or reject any or all proposals submitted in response to this solicitation, to waive minor irregularities, or to negotiate with any Offeror, as necessary, to serve the best interests of the State of Rhode Island.

#### **4.0 DUTIES AND RESPONSIBILITIES**

The Owner’s Representative shall make recommendations to the Owner on issues relating to scope, design, engineering, construction, contract matters, budget, proposed A/E and Construction changes, change order requests, price justification, track receipt of labor, materials and equipment (Time &

Materials), review of substituted materials, schedule, time extensions, and provide resolution to any questions, that arise during the project(s) course.

The Owner's Representative shall monitor the quality and progress of design to determine whether it is proceeding in accordance with the project goals, scope, schedules and budget.

The Owner's Representative shall monitor the quality and progress of construction to determine whether it is proceeding in accordance with the project schedules, budget, contract documents, plans, and specifications.

The Owner's Representative shall anticipate the needs of the project(s) and identify and recommend options for addressing those needs.

#### **4.1 Types of Services to be Provided**

##### **Pre-Design and Design Services**

- Meet with Owner to determine scope of work for design and construction.
- Review project cost estimates.
- Evaluate project for appropriate project delivery method and provide recommendations.
- Participate in the selection process.
- Review proposals and associated fees for all sub consultant work.
- Review AIA contracts.
- Monitor work of selected firm, as it relates to scope, design, budget and schedule of the project(s).
- Review and approve invoices.
- Participate as a member of the project(s) team as part of any committee.
- Review and/or record, transcribe and distribute minutes of all meetings.
- Coordinate site surveys, inspections, soil testing, borings reports, utility service capacity studies, and related information needed for the design of the project.
- Coordinate and attend outside agency meetings as required.
- Review and monitor the selected firm's quality control procedures.
- Coordinate issues related for review of LEED® (Leadership in Energy and Environmental Design) as governed by the US Green Building Council or a similar equivalent standard.
- Review the selected firm's design documents (drawings and specifications) for compliance with project(s) scope and regulatory agencies.
- Review the selected firm's progress documents for completeness.
- Coordinate the design review process with the Owner at the end of schematic design, design development, and construction document phases.

- Work with the design consultant to define the project construction boundaries, staging, field office locations, and sequence of construction.
- Work with the consultant to develop the commissioning requirements and develop, RFP for owner/user agency's procurement of commissioning services.
- Review the selected firm's sub consultant's cost estimates. Provide a comparative cost estimate if requested by the Owner. Work with the selected firm to identify value engineering or cost savings, recommendations, as necessary. Inform and advise the Owner of value engineering issues, costs, and its benefits.
- Review the project plans and specifications for the purpose of identifying errors, inconsistencies, ambiguities, conflicts between building systems and Furniture Fixtures & Equipment (FF&E).
- Monitor and track the project budget (construction budget, FF&E and soft costs). Maintain an itemized list of project expenses.
- Provide monthly status reports to the Owner, highlighting the status of the project budget, scope and schedule.

### **Bidding & Contract Award For Construction**

- Assist in the bidding process and in the assembling of the bid documents and work with the selected firm, Owner and the Division of Purchases to make sure the front end documents are coordinated.
- Coordinate and assist the Owner in Requests for Information and any additional information required for all addenda.
- Attend pre-bid conferences, assist the Owner in the development of the conference agenda, and prepare meeting minutes for all pre-bid conferences.
- Attend the bid opening
- Assist the Owner with evaluating, negotiating, and preparing contracts for construction.
- Assist the Owner in Descope of the recommended Contractor.

### **Construction**

- Serve as the Owner's representative in the field.
- Coordinate with the contractor to define the project construction boundaries, staging, field office locations, sequence of construction, parking and temporary signage.
- Coordinate utility shutdowns with contractor.
- Coordinate all utility application processes, fees, reviews and approvals for project activities.
- Coordinate and participate in inspections. Review special inspection reports and testing results.
- Coordinate and assist to resolve disputes.
- Participate in documentation of site conditions using photos and/or video.
- Coordinate the third-party inspections.

- Log, distribute, track, review and recommendations on all contractor pay requests after verifying project progress including review of application for final payment.
- Attend all job related meetings. Review meeting minutes prepared by others. Prepare meeting minutes if required and distribute to all interested parties.
- Review the LEED® point chart and adherence to the requirements of the contract documents.
- Maintain an “action list” identifying specific task assignments weekly and revise as necessary to keep the status of the project on schedule.
- Make recommendations regarding changes in the work that may be necessary or desirable.
- Inspect all work for quality and conformance to the contract documents. Inform owner of any work deemed to be of inferior quality or work that fails to comply with contract requirements.
- Assist the selected firm to monitor and evaluate the progress and quality of the contractor's As-built drawings and Closeout Procedure Documents.
- Facilitate building commissioning throughout construction. Monitor the work of third-party commissioning agents.
- Log, distribute, track and review all construction related correspondence, requests for information (“RFI”), architect’s supplemental information (ASI), submittals and substitution requests. Monitor and ascertain that all project related correspondence is addressed within the project schedule and is in compliance with project plans and specifications.
- Direct and enforce the contractual procedures for the processing of change orders in accordance with the Division of Purchases policies and procedures. Log, distribute, track cost, review and assist in negotiation of all change order requests. Perform evaluation of the reasons for and how the costs are determined for all change order requests. Review change order pricing, schedule and budget impact. Coordinate and ensure a timely delivery of change orders.
- Provide continuous and active project assessment of the proposed design and project status and provide guidance to the Owner regarding critical decisions affecting costs and schedules during construction.
- Review the contractor’s schedules for adequacy of lead-time for material and equipment procurement.
- Ensure that the required warranties, record drawings, operating and maintenance manuals have been received from the contractor per the contract requirements as defined in the Project Manuals. Review the information for compliance with the Project Manuals.
- Monitor project closeout activities, including punch list items, to maintain project schedule and to meet the project requirements.
- Coordinate installation of telephone system with telecommunications/ITS service providers.
- Ensure substantial completion and receipt of the Final Certificate of Occupancy.
- Provide status reports to the Owner.

#### **Post Construction and Move In Services**

- Assist the Owner in coordinating and planning in the move of staff and equipment.
- Coordinate with the Owner on computer, printer and fax set-ups with the Information Technology Service provider.
- Provide telecommunication/ITS provider with list of user agency personnel using the project facilities, their old and new locations contact information, etc.
- Coordinate and manage all project keying and access control systems. Coordinate entry card and key production, delivery, and installation to Owner.
- Coordinate and oversee all project signage.

#### **Furniture, Fixtures and Equipment (FF&E) Management**

- Assist in the selection process for consultant and work with the owner on all related FF&E issues in a satisfactory manner during the design phase.
- Review the selected firms room-by-room listing of essential furniture, equipment, and room information for FF&E coordination, delivery, and installation management.
- Assist the selected firm and owner in creating an FF&E bid package in cooperation with anticipated building design, occupant use and the project team.
- Ensure that the FF&E has been selected, specified, purchased, installed, and functions as intended with all building systems and user requirements.

#### **4.2 Minimum Qualifications**

- Five years of design and/or construction experience in project management, to include experience in reviewing and documenting conformance with specifications, surveying, construction quality testing, and site safety management change order review, managing requests for information and, value engineering.
- An undergraduate degree (B.A. /B.S.) from an accredited university or college is preferred or, in lieu thereof, ten years of relevant design and/or construction management experience.
- Working knowledge of computers, scanners and software applications including but not limited to Microsoft Project, Microsoft Office Suite, Auto-Cad or equal CAD program, Adobe Professional or equal PDF creator/modifying program,
- Ability to provide Microsoft SharePoint web based data sharing filing system or equal product.
- Must be capable of originating & maintaining budgets, schedules, reports.
- Familiar with LEED® certification requirements and/or Green Building Design Standards.

#### **5.0 PROPOSAL SUBMISSION**

Responses to this Request for Proposals must be received by the Division of Purchases, on or before **3/25/2013 11:00 AM (EST)** indicated on page one of this solicitation. Responses (an original, plus two (2) copies) should be mailed or hand-delivered in a sealed envelope marked “RFP # “MPA-430 Owner’s Representative Services” to:

RI Department of Administration  
Division of Purchases, 2<sup>nd</sup> floor  
One Capitol Hill Providence, RI 02908-5855

NOTE: Proposals misdirected to locations other than the Division of Purchases or which are otherwise not submitted to the Division of Purchases prior to the time of opening for any cause will be determined to be late and shall not be accepted, opened or considered. The “official” time clock is located in the reception area of the Division of Purchases, second floor One Capitol Hill, Providence, Rhode Island.

## **6.0 PROPOSAL CONTENTS**

Proposals must include the following:

**6.1 A completed and signed four-page RIVIP generated bidder certification cover sheet** downloaded from the Division of Purchases’ internet home page: <http://www.purchasing.ri.gov>.

**6.2 A completed and signed W-9 downloaded from the Division of Purchases’ internet home page:** <http://www.purchasing.ri.gov>.

**6.3 Experience of the firm and/or project principal(s)**

Describe the firm’s and/or principal(s) general experience as well as its experience and qualifications with construction projects including familiarity with LEED® certification through the U.S. Green Building Council. Identify all members of the offeror’s staff who will be assigned to work on State construction project(s), as well as non-employee consultants.

**6.4 References**

List all projects completed by the offeror within the past five years, including size, scope, use, and budget. Provide owner’s and end user’s principal contacts for each of these projects. The Division of Purchases reserves the right to contact any or all references for further information.

**6.5. Resumes**

Append a resume for each staff member and sub-consultant/non-employee consultants. Do not include resumes of secretarial or clerical staff.

**6.6 Rates/Rate Structure**

Provide rates or fees for professional services. Include hourly, daily, and weekly rates for each professional staff member who will work as an owner’s representative. Indicate the total annual fee for each full time equivalent as identified on the appended resume(s). Include all proposed sub-contractors and or non-employee consultants and their hourly fee(s).



Provide a fixed fee schedule based on a percentage of the total project construction cost. This percentage based fee can be variable based on the size of the construction budget (e.g. X percent of projects \$500,000 or less, Y percent of projects, \$500,000 to \$1 Million, Z percent of projects \$1 M to \$2.5 Million, etc.)

Reimbursable expenses must receive the owner's prior written approval. Payment of reimbursable expenses shall be based on actual cost, plus a maximum of 4 percent mark-up.

Rates and fees shall be capped for a period of two years from the commencement date of any contract. Increases after that time will be limited to the lesser of three percent (3%) annually, or the annual consumer price index as published in the *Wall Street Journal*.

The actual method of reimbursement for any specific project(s) will be subject to negotiation with the owner/user agency.

## **7.0 ADDITIONAL TERMS AND CONDITIONS**

Successful MPA-430 Offerors shall be solely responsible for meeting all terms and conditions specified in this RFP. The use of any non-employee subcontractors, consultants, or other vendors must receive prior written approval by the Owner. The Division of Purchases reserves the right to clarify the terms and conditions of any proposal submitted. The firms or individual(s) approved for a MPA-430 award shall be issued a purchase order by the Division of Purchases.

A written contract with an MPA-430 approved contractor will be developed by the Owner for each project and will incorporate a final work plan and schedule. A separate purchase order must be issued to each project using MPA-430 Owner's Representative by the Division of Purchases prior to any services being rendered. The selected MPA-430 Owner's Representative must agree to provide all deliverables by the dates established in the final work plan and schedule in the resulting contract.

Continuous insurance coverage must be maintained by MPA-430 contractors on all State Capital projects awarded to them. Insurance requirements include, at minimum:

**Commercial General Liability Insurance:** covering bodily injury, and property damage in a form and with coverage that are satisfactory to the State. Including personal and advertising injury liability, independent contractors, products completed operations, contractual liability and broad form property damage coverage. Coverage shall be written on an occurrence basis. A combined single limit of \$1,000,000 per occurrence and aggregate is required.

**Errors and Omissions Insurance:** covering any damages caused by an error, omission or any negligent acts of contractor, its subcontractors, agents, officers or employees under this Contract. Combined single limit per occurrence shall not be less than \$1,000,000. Annual aggregate limit shall not be less than \$1,000,000.

**Auto Liability Insurance:** covering all owned, non-owned, or hired vehicles. A combined single limit

per occurrence of \$1,000,000 will be obtained.

**Workers Compensation and Employers Liability:** in compliance with the compensation laws of the State of Rhode Island. Coverage shall include Employers Liability Insurance with minimum limits of \$100,000 each accident, \$500,000 disease or policy limit, \$100,000 each employee.

The Owner shall be defended, indemnified and held harmless to the full extent of any coverage actually secured by the contractor in excess of the minimum requirements set forth above. Independent contractors who are neither eligible for, nor entitled to workers compensation must file with the Department of Labor and Training, Division of Workers Compensation a "Notice of Designation as Independent Contractor" pursuant to R. I. Gen. Laws § 28-29-17.1 naming the State of Rhode Island Department of Administration as the hiring entity.

The liability insurance coverage, except professional liability, errors and omissions, or workers compensation required for the performance of the contract shall include the State of Rhode Island, the Department of Administration, and its divisions, officers and employees as additional insured, but only with respect to the contractor's activities under any contract issued pursuant to MPA-430.

The insurance required under any contract issued pursuant to MPA-430, through a policy or endorsement shall include: A) a waiver of subrogation waiving any right to recovery the insurance company may have against the State. B) a provision that the contractor's insurance coverage shall be primary as respects any insurance, self insurance or self retention maintained by the State and that any insurance, self-insurance or self-retention maintained by the State shall be in excess of the contractor's insurance and shall not contribute.

There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal without thirty days (30) written notice from the contractor or its insurer(s). Failure to comply with the reporting provisions of this clause shall be grounds for immediate termination of any contract issued pursuant to MPA-430.

Successful MPA-430 contractors shall furnish Certificate(s) of Insurance to the Division of Purchases at least 48 hours prior to the commencement of work. A copy of additional insured wording from the commercial liability insurance policy will be sent along with the insurance certificate. Failure to comply with this provision shall result in cancellation of any contract issued pursuant to MPA-430.

Insurance coverage shall be obtained from insurance companies authorized by the Department of Business Regulation to transact business in Rhode Island.

MPA-430 contractors shall pay for all deductibles, self-insured retentions and/or self-insurance included hereunder.

The Purchasing Agent reserves the right to consider and accept alternative forms and plans of insurance or to require additional or more extensive coverage for any individual requirement.

Award of an MPA-430 purchase order is not to be construed as a guarantee of a future construction project contract award, nor a commitment of any type whatsoever by the State of Rhode Island or DOA.

MPA-430 owner's representative services shall be contracted by user agencies on an as needed basis and at the sole discretion of the State.

MPA-430 contractors may be asked to provide specialty sub-contracted services. These services may include various technical sub-contractors including but not limited to LEED® consultants, IT consultants, commissioning agents. Sub-contracted services will be provided at the request of the State and treated as project reimbursables.

Rights to data, work products, etc., revert to the State of Rhode Island upon completion of the contract. All information related to vital records, systems, and security must be kept confidential at all times during and after completion of each construction project.

## **8.0 EVALUATION (1-100 Points)**

A minimum of five year's design and/or construction experience in project management, to include experience in reviewing and documenting conformance with specifications, surveying, construction quality testing, site safety management, change order review, managing requests for information and, value engineering:

5 years experience =	10 points,
10 years to 20 years experience =	20 points,
20 years+ experience =	30 points.

An undergraduate degree (B.A. /B.S.) from an accredited university or college in design and/or construction related fields (e.g. engineering, construction management, architecture, etc.): 10 points

Proficiency in computers, scanners and software applications including but not limited to Microsoft Project, Microsoft Office Suite, Auto-Cad or equal CAD program, Adobe Professional or equal PDF creator/modifying program: 10 Points

Ability to provide Microsoft SharePoint web based data sharing filing system or equal product:

10 Points

Must be capable of originating and maintaining budgets, schedules and associated reports:

Design/Construction Budgeting Experience =	15 Points
Design/Construction Scheduling Experience =	15 Points

Related experience and references: 10 Points

**Offerors MUST SCORE a minimum of 70 Points, out of a maximum 100, to be included on the proposed Master Price Agreement (MPA-430) as a qualified service provider. Designation as a qualified service provider for this proposed price agreement is no guarantee of future contract award or income.**

The ranked findings and selection recommendation will be submitted to the State Purchasing Agent, or her designee, who will make the final award decision (s).

Notwithstanding the above, the Division of Purchases reserves the right to accept, or reject, any or all options, bids, proposals, to waive any technicality, to award on the basis of cost alone, and to otherwise make any and all determinations regarding this solicitation that are deemed to be in the State's best interest.

**The Owner may terminate the services rendered for hiring the Owner's Representative, upon not less than thirty days' written notice for the Owner's Convenience and without cause.**

**END**